



आरत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY



सं० 52] नई दिल्ली, शनिवार, दिसम्बर 25, 1982 (पौष 4, 1904)

No. 52] NEW DELHI, SATURDAY, DECEMBER 25, 1982 (PAUSA 4, 1904)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV

[PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विकापन और सूचनाएं

[Advertisements and Notices issued by Private Individuals and Private Bodies]

LOST

The Government Promissory Note No. MS.049094 of the NDGB 1980 'B' series for 96 grams originally standing in the name of G. Gopalakrishna Pai and Radha G. Pai, the proprietor(s) by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for the issue of duplicate in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser : G. Gopalakrishna Pai and Radha G. Pai

Residence : VIII/536, South Cherlai, Cochin-682 002.

LOST/STOLEN (As the case may be)

The Government Promissory Note No. BL-000181 of the National Defence Gold Bond 1980 'A' series Loan for 11 grams of gold originally standing in the name of Shri S. D. Chandrasekharappa the proprietor by whom it was never endorsed to any other persons, having been lost/stolen, notice is hereby given that the payment of the above note and the interest there upon has been stopped at the Public Debt Office, Reserve Bank of India, Bangalore and that application is about to be made for the issue of duplicate for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Draft approved
for Reserve Bank of India

Name of the advertiser :

Manager,
Address :
Reserve Bank of India,
Public Debt Office,
Bangalore-560 002.

1-390 GI/82

LOST

The Government Promissory Note No. BL-000181 of NATIONAL DEFENCE GOLD BONDS 1980 'B' SERIES for 25 GRAMMES OF GOLD originally standing in the name of SMT. K. PADMAVATHI the proprietor by whom it was never endorsed to any other person, having been lost, FROM THE CUSTODY OF STATE BANK OF INDIA, BANGALORE CITY BRANCH, BANGALORE, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, BANGALORE and that application is about to be made for the issue of duplicate for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser : BRANCH MANAGER

Address :

STATE BANK OF INDIA
BANGALORE CITY BRANCH
BANGALORE
KARNATAKA STATE

LOST

The Government Promissory Note No. MS.013055 of the NDGB 1980 'A' series for 12 grams originally standing in the name of R. Balakrishna Chettiar, the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against

purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser : R. Balakrishna Chettiar

Residence :
Siramelkudi, (P.O.)
Puttukottai Taluk,
Thanjavur District.

LOST

National Defence Gold Bond 1980 Series 'A' No. PT 000046 for 15 grammes of Gold and National Defence Gold Bond 1980, Series 'B' No. PT000033 for 451 grammes of Gold, originally standing in the name of Smt. Gyanwati Sultania, they were never endorsed to any other person having been lost, notice is hereby given that the payment of the above Bonds and the interest thereupon has been stopped at the Public Debit Office, Reserve Bank of India, Patna and that application is about to be made for the issue of duplicate(s) for payment of the discharge value in favour of the Proprietor. The Public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser : Smt. Gyanwati Sultania.

Husband's Name : Shri Raja Ram Sultania.

At : Main Market Begusarai

P.O. : Begusarai.

P.O. : Begusarai.

Distt. : Begusarai (Bihar).

LOST

The Government Promissory Note No. HD001923 of the National Defence Gold Bond 1980 'B' Series for fifty eight grams originally standing in the name of Maka Seshaiyah the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Hyderabad and that application is about to be made for the issue of Duplicate for payment of the discharge value in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the person notifying : Maka Seshaiyah.

Residence : H. No. 26/72, Chittari Veedhi, Jammichettu Road, Kurnool-518001.

LOST

The Government Promissory Note No. BL-000570 of the 5½ per cent Loan of Mysore State Development Loan 1979 for Rs. 10000/- originally standing in the name of the President, Taluka Agricultural Produce Cooperative Marketing Society Ltd., Shahapur, the Proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt office, Reserve Bank of India, Bangalore and that application is about to be made for payment of the discharge value in favour of the Proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser: The President,

Taluka Agricultural Produce Cooperative Marketing Society Ltd., Shahapur-Dist. Gulburga, Karnataka State.

LOST

The Government Promissory Note No. H.D. 001059 dated 21-8-67 of the Central Government for 82 grams of the gold original standing in the name of Vaddapalli Subhadra Rao and last declared to be that of the present proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given with payments of the above note and its interest thereupon has been stopped at the public debt office, and that application is about to be made for the issue of the

duplicate in favour of the proprietor. The public are cautioned against dealing with the abovenamed security.

Name of person notifying : Neelapalli Kamaraju,

resident of Gogudanayyapeta,
Jagannaickpur, Kakinada.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Controller of Publications

CHANGE OF NAMES

I, hitherto known as ANNIE PAUL d/o Shri K. J. PAUL, employed as Nursing Officer in the Military Hospital, Kirkee-20, residing at 16/1 Engine House Road, Kirkee-3, have changed my name and shall hereafter be known as MRS. ANNIE ZACHARIAH.

It is certified that I have complied with other legal requirements in this connection.

ANNIE PAUL
Signature (In existing Old Name)

I, hitherto known as HOSHIAR SINGH s/o Sh. BALI RAM, employed as Watch Man in the Municipal Corp. of Delhi (Saddar Pahargaj Zone), residing at P-51, Chander Shakher, Azad Colony, Delhi, have changed my name and shall hereafter be known as ASHOK KUMAR.

It is certified that I have complied with other legal requirements in this connection.

HOSHIAR SINGH
Signature (In existing Old Name)

I, hitherto known as N. R. GUNDU RAO s/o N. S. RAMA RAO, employed as Upper Division Clerk in the office of The Regional Provident Fund Commissioner, Karnataka Region, Bangalore, residing at Post Office Road, Chikkabanaavar, Bangalore-560 090, Karnataka, have changed my name and shall hereafter be known as N. R. SHRIKANTH.

It is certified that I have complied with other legal requirements in this connection.

N. R. GUNDU RAO
Signature (In existing Old Name)

I, hitherto known as KUSTA SHETTIGAR s/o MAHALINGA SHETTIGAR, employed as Line Man Trunks, Telephone Exchange, Cherkady, 576215 Udupi Tq., D.K. District and residing at Cherkady Post, Udupi Tq., D.K. District have changed my name and shall hereafter be known as ANIL KUMAR THOLAR.

It is certified that I have complied with other legal requirements in this connection.

KUSTA SHETTIGAR
Signature (In existing Old Name)

I, hitherto known as SADASHIV GANPAT SHINDE s/o BALU BABAJI SHIRASKAR, employed as Watchman in the Buckau Wolf, Pimpri, Pune 18, residing at Gurukrapa Chawl, Subhashnagar, near Ashok Talkies, Pimpri, Pune 17, have changed my name and shall hereafter be known as SADASHIV BALU SHIRASKAR.

It is certified that I have complied with other legal requirements in this connection.

SADASHIV GANPAT SHINDE
Signature (In existing Old Name)

I, hitherto known as SHANKER LAL s/o SHRI NANHEY LAL, employed as Charge man Gr. I in the Sec. FE(A) Gun Carriage Factory, Jabalpur (M.P.), residing at H. No. 453 West Ghampur, Jabalpur, M.P., have changed my name and shall hereafter be known as SHANKER LAL SOLANKI.

It is certified that I have complied with other legal requirements in this connection.

SHANKER LAL
Signature (In existing Old Name)

I, hitherto known as K. PALANIAPPAN s/o KUPPANAN, employed as O.L. 'A' Grade No. G.C.S. 643/4074 in the Cordite Factory (M of D) Aruvankadu, The Nilgiris District, Tamil Nadu, residing at Nallappan Street, Aruvankadu P.O. The Nilgiris District, Tamil Nadu-643202, have changed my name and shall hereafter be known as PACKLA-NATHAN.

It is certified that I have complied with other legal requirements in this connection.

K. PALANIAPPAN
Signature (In existing Old Name)

I, hitherto known as BALDEV SINGH s/o NASIB SINGH employed as Production Operator in Vauxhall Motors Ltd Dunstable (Beds), residing at 46 Eldon Road, Luton (Beds), LU4 0AU England (U.K.), have changed my name and shall hereafter be known as BALDEV SINGH MARVAHA.

It is certified that I have complied with other legal requirements in this connection.

BALDEV SINGH
Signature (In existing Old Name)

I, hitherto known as MISS SHOBHA DHONDU BAGWE d/o DHONDU LAXMAN BAGWE, employed as Lower Division Clerk in the Office of Dy. Director General of Meteorology (Weather Forecasting), Pune-5, residing at 1194/7A Sawant Nivas, Ghole Road, Shivajinagar, Pune-5, have changed my name and shall hereafter be known as MRS. SAPNA KISHOR DALVI.

It is certified that I have complied with other legal requirements in this connection.

MISS SHOBHA DHONDU BAGWE
Signature (In existing Old Name)

I, hitherto known as WAJID KHAN s/o of MOHD. NAZIR KHAN, employed as Accountant at the Treasury Division, Ministry of Finance, Bauchi, Nigeria, residing at B1, Sir Kashim Ibrahim Road, Bauchi, Bauchi State, Nigeria, have changed my name and shall hereafter be known as MOHAMMED WAJID KHAN.

It is certified that I have complied with other legal requirements in this connection.

WAJID KHAN
Signature (In existing Old Name)

I, hitherto known as Kum. NANDINI ANANT POWALE d/o SHRI ANANT MORESHWAR POWALE, employed as Lower Division Clerk in the Office of Government of India, Ministry of Commerce, Department of Textiles, Weavers' Service Centre, 15-A, Mama Parmanand Marg, Opp. Roxy Cinema, Bombay-4, residing at Central Govt. Colony, 16/389, 2nd floor, Antop Hill, Bombay-400037 have changed my name and shall hereafter be known as MRS. MADHURI MORESHWAR KHEDEKAR.

It is certified that I have complied with other legal requirements in this connection.

KUM. NANDINI ANANT POWALE
Signature (In existing Old Name)

I, hitherto known as R. K. N. B. VENKATA RAO s/o SHRI R. V. R. MADHAVA RAO, employed as Clerk in the

office of Regional Provident Fund Commissioner's Office, Barkatpura, Hyderabad-27, Andhra Pradesh, residing at 1/3RT Ligh, Panjagutta Colony, Hyderabad-500 004, Andhra Pradesh, have changed my name and shall hereafter be known as R. VENKATA RAO.

It is certified that I have complied with other legal requirements in this connection.

R. K. N. B. VENKATA RAO
Signature (In existing Old Name)

I, hitherto known as D. CHARLES s/o late SHRI A. DORAI RAJ, employed as Assistant/Shop Superintendent, Machine shop, Southern Railway Ponmalai, Tiruchirapalli-620004, have changed my name and shall hereafter be known as D. CHALS.

It is certified that I have complied with other legal requirements in this connection.

D. CHARLES
Signature (In existing Old Name)

I, hitherto known as SHRI KHARIVALE ATMARAM KRISHNA s/o SHRI KHARIVALE BALKRISHNA RAMCHANDRA, employed as Postal Assistant in the Office of Supdt. of Post Offices, Thane West Division, Thane, residing at Nitin Tailers Kopari Colony, Parshwadi Thane (E), have changed my name and shall hereafter be known as SHRI KHARIVALE ATMARAM BALKRISHNA.

It is certified that I have complied with other legal requirements in this connection.

SHRI KHARIVALE ATMARAM KRISHNA
Signature (In existing Old Name)

I, hitherto known as S. SETHURAMAN, s/o SRI K. SUBBARATNAM, employed as Asst. Works Manager/Carriage in the Carriage & Wagon Workshops/Perambur, Madras-600 023, residing at 12A/4, Pilkington Road, Madras-600 023, have changed my name and shall hereafter be known as S. SETHURAM.

It is certified that I have complied with other legal requirements in this connection.

S. SETHURAMAN
Signature (In existing Old Name)

I, hitherto known as BAKSHI RAM s/o Sh. NANAK, employed as Compositor Gd.-I in the Govt. of India Press, Faridabad, residing at B-41, New Press Colony, N.I.T. Faridabad (Haryana), have changed my name and shall hereafter be known as BAKSHI SINGH.

It is certified that I have complied with other legal requirements in this connection.

BAKSHI RAM
Signature (In existing Old Name)

I, hitherto known as SMT. PADMAVATHY SRIDHAR d/o H. D. RANGASWAMY IYENGAR, employed as Senior Mechanic (Now Tradesman 'A') in the Aeronautical Development Establishment, Jb Nagar, Bangalore-75, residing at No. 567, 75-C Cross VI Block, Rajajinagar, Bangalore-560 010, have changed my name and shall hereafter be known as SMT. PADMA SRIDHAR.

It is certified that I have complied with other legal requirements in this connection.

SMT. PADMAVATHY SRIDHAR
Signature (In existing Old Name)

I, hitherto known as MRS. MINNI SHARMA d/o Shri P. L. SHARMA, employed as L.D.C. in the office of D.G.T.D., Ministry of Industries, Udyog Bhavan, New Delhi, residing at 165 Mukherjee Park, New Delhi-110018, have changed my name and shall hereafter be known as MRS. MEENAKSHI SHARMA.

It is certified that I have complied with other legal requirements in this connection.

Mrs. MINNI SHARMA
Signature (In existing Old Name)

Corrigendum

Read as LAHNA SINGH NARANG instead of Lahana Singh Narang published in the Gazette of India Pt IV dt. 19-6-82 at Page No. 153.

PUBLIC NOTICE

I, hitherto known as THOMAS GELLATLY s/o the late DAVID GELLATLY, employed as Mechanical Engineer, residing at 1887 de Pontgrave, St-Bruno, Québec, J3V 5E3, Canada have changed the name of my minor daughter Bursa Singh to JENNIFER BURSA GELLATLY and she shall hereafter be known as JENNIFER BURSA GALLATLY.

It is certified that I have complied with other legal requirements in this connection.

THOMAS GELLATLY
Signature (In existing Old Name)

NOTIFICATION BY THE INDIA PEPPER AND SPICE TRADE ASSOCIATION, COCHIN-2

The approval of the Deputy Director, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960, has been obtained on the 1st June, 1982, to the following amendments made to the Bye-laws of the India Pepper and Spice Trade Association, Cochin.

AMENDMENTS

In the said Bye-laws :—

(1) Insert the following as Bye-laws 8A and 8B :—

"8A. For the purpose of hedging, there shall be a hedge contract for pepper."

"8B. Rates for the hedge contracts shall always be quoted for the basis quality prescribed in Bye-law 13."

(2) For the existing Bye-law 13, the following shall be substituted, viz :—

"13. The basis of the hedge contract shall be of the Grade of Malabar Garbled Black Pepper, well dried and free from mould or oil wash and not containing more than 2% light or hollow pepper and 1% extraneous matter such as bran, chaff, stalks, stones etc."

(3) Below Bye-law 13, the following new Bye-law 13A, 13B and 13C shall be inserted, viz :—

"13A. Ungarbled Black Pepper Grade shall also be tenderable against part or whole of the hedge contract, at the option of the seller, subject to the provisions of Bye-laws 13B, 13C and 45A."

"Provided however, that tenders for any of the grades of pepper tendered i.e. whether the basis quality or the tenderable variety, shall be in units of 25 quintals or multiples thereof as prescribed in Bye-law 45."

"13B. Ungarbled Black Pepper Grade that may be tendered against the hedge contract shall be of the following specifications :—

- (1) **BOLD PEPPER**—Not less than 20% (sieved in sieve No. 11½ of the Association).
- (2) **HOLLOW OR LIGHT PEPPER**—Not more than 5% (with a tolerance of 2%).
- (3) **MOISTURE**—Not more than 12% (with a tolerance of 1½%).
- (4) **MOULDY PEPPER**—Not more than 5%.
- (5) **EXTRANEous MATTER**—Not more than 2% such as bran, chaff, stalks, stones etc., in-

cluding pin-heads (After sieving in Sieve No. 8)

Provided, however, that Ungarbled Black Pepper Grade with specifications varying from the above shall also be tenderable subject to the following 'Off' and 'On' allowances :—

(a) *'Off Allowances payable to buyer for Bold Pepper.*

Below 20% and upto 15% at the rate of Rs. 2/- per quintal on every per cent.

Below 15% and upto 12% at the rate of Rs. 3/- per quintal on every per cent.

Below 12% buyer is entitled to reject the goods.

(b) *For Hollow or Light Pepper.*

Above 5% upto 7% at the rate of Rs. 3/- per quintal on every per cent.

Above 7% buyer is entitled to reject the goods.

(c) *For Mouldy Pepper.*

Above 5% upto 15%—Rs. 0.25 per quintal on every per cent.

Above 15% upto 25%—Rs. 0.50 per quintal on every per cent.

Above 25% the buyer is entitled to reject the goods but a chance will be given to the seller for reconditioning the same pepper and tendering it according to the above specifications within 48 hours.

'On' Allowance payable to seller for Bold Pepper.

Above 20% and upto 35% at the rate of Rs. 2/- per quintal on every per cent.

Goods with Bold Pepper in excess of 35% shall be tenderable, but no extra allowance is payable in respect of such excess.

Extraneous matter.

Goods containing extraneous matter above 2% will be treated as dirt and deducted from weight.

"13C. The Board shall have power to vary with the concurrence of the Commission, the aforesaid allowances before commencement of trading in the FEBRUARY and JULY contracts of each year having regard to the prices of Malabar Garbled Black Pepper Grade and Ungarbled Black Pepper Grade prevailing at Cochin and up-country centres and any other relevant circumstances which the Board may in its discretion deem fit."

(4) The existing Bye-law No. 30A shall be deleted.

(5) In Bye-law 31, for the first sentence beginning with "All forward hedge" and ending with the words "nett per bag", the following shall be substituted, viz :—

"All forward hedge and transferable specific delivery contracts in pepper shall be for units of 25 quintals or multiples thereof. Malabar Garbled Black Pepper Grade tendered shall be packed in Double New D.W. 2½ lb. (800 grams) Gunny 40×28 containing 70 Kg. nett per bag. Ungarbled Black Pepper Grade tendered under Bye-law 13A shall be packed in single New D.W. 2½ lb. (800 grams) gunny 40×28 bags of 50 Kgs., standard packing."

(6) Bye-law 45A. The following provisos shall be added to the existing Bye-law 45A :—

"Provided, however, that the Delivery Order Rate in respect of Ungarbled Black Pepper Grade shall be the sum arrived at by deducting an amount of Rs. 30/- from the Delivery Order Rate fixed for Malabar Garbled Black Pepper Grade."

"Provided further that the Board shall have power to vary, with the concurrence of the Commission, the aforesaid amount of Rs. 30/- from time to time taking into account the labour charges for grading pepper, the prices prevailing for Bold Pepper and other relevant circumstances."

"Provided further that no such variation shall be made during the currency of a contract."

(7) For the existing Bye-law 47, the following shall be substituted, viz :—

"47.—The delivery orders that may be issued by the seller shall be to the full extent of his outstanding short open position. At the time of issuing the Delivery Orders the seller must own and hold in his possession in the godowns belonging to him or to his Agent located within the erstwhile municipal limits of Mattancherry or in any of the up-country centres (prescribed in Bye-law No. 194) as the case may be, adequate stocks of the required quantity and quality of pepper to meet fully the commitments covered by the Delivery Orders."

(8) After Bye-law No. 49, the following shall be added as Bye-law No. 49A :—

"49A. Where both the grades of pepper viz., (i) Garbled Malabar Black Pepper Grade and (ii) Ungarbled Black Pepper Grade are tendered for delivery by the sellers as per the provisions in Bye-law No. 13A, the Clearing House shall apportion them between the various buyers according to the proportion of each grade of pepper tendered to the total quantity of both grades tendered in the particular hedge contract, to the maximum practicable extent."

(9) After Bye-law 49A, the following new Bye-laws shall be added as Bye-laws 49B and 49C :—

"49B. The buyer shall deposit on the forenoon of 16th of the delivery (contract) month an amount equivalent to 12½% of the value of the goods before he is handed over the Delivery Orders."

"49C. The amount deposited by the buyer with the Association shall be refundable to him only after the delivery orders duly signed by both the buyer and seller are returned to the Association as proof of delivery/payment having been given/taken."

(10) For the existing Bye-law 52, the following shall be substituted, viz :—

"52. Any member failing to comply with any of the provisions of Bye-laws 44 to 51 shall be declared a defaulter by the Board within 24 hours of such non-compliance and upon such declaration, he shall forfeit all the rights and privileges of membership including those conferred on him by these bye-laws and he shall as from the date of such declaration cease to be a member and his name shall be struck off the Register of Membership, but he shall continue to be liable for and shall fulfil all his obligations to the Association or to any member outstanding at the date of his being declared a defaulter. The Board shall close out the outstanding contracts of the defaulted member in all the deliveries and also fix the closing rate or rates on the day of declaration as a defaulter as the rate or rates at which the defaulter member's outstanding transactions shall be deemed to be closed out."

(11) After Bye-law 52, the following new Bye-law shall be inserted, viz :—

"52A. In respect of the goods covered by Delivery Orders of a member who has been declared as a defaulter under Bye-law 52, the Secretary and two Directors to be nominated by the Board shall buy in or sell out in the open market on account and at the risk of the defaulting member and all liability for damages occasioned thereby shall be of the defaulting member concerned. Where the margins and other deposits lying to the credit of a defaulting member are not adequate to cover the damages occasioned by his default, the Board shall, after applying the amounts lying to the credit of the defaulting member in paying off his liabilities to the aggrieved member or members, also pass on decrees for the balance of the amounts due to the aggrieved member or members from the defaulting member."

(12) For the existing Bye-law 53, the following shall be substituted, viz :—

"53. A member desiring to tender goods against hedge and transferable specific delivery contracts shall send to the Clearing House, before the closing time on the due date, the Clearing House Delivery Order Forms duly signed giving the following particulars :—

(a) In Form A, the following particulars shall be mentioned:—

(1) The Rate of Settlement.

(2) The quality and quality of Malabar Garbled Black Pepper Grade or Ungarbled Black Pepper Grade or both as the case may be.

(3) The name of the member issuing the Delivery Order and his buyer.

(b) In Form B, the following particulars shall be mentioned:—

(1) The rate of settlement.

(2) The address or addresses of godowns where the goods are kept.

(3) The quality and quantity of the goods to be tendered specifying clearly the quantity of "Malabar Garbled Black Pepper Grade" or "Ungarbled Black Pepper Grade", or both as the case may be.

(4) The name of the seller's representative who should be contacted by the buyer.

(13) For the existing Bye-law 57, the following shall be substituted, viz :—

"57(i) Where the total quantity covered by the Delivery Orders apportioned to a single buyer is not less than 500 quintals from a single seller, the buyer must take delivery every day a quantity not less than 10% of the total quantity."

(ii) "Notwithstanding any other provision contained in these bye-laws, 21st of the contract month shall be the last day for drawal of samples by the buyer who shall start taking delivery within 48 hours of the drawal of samples. In case of dispute regarding quality, the buyer should simultaneously intimate the seller and the Association in writing to that effect within 24 hours of the drawal of samples."

(iii) "No complaints regarding quality will be entertained by the Association after the close of business on the 23rd of the contract month."

(iv) "Where a seller's Delivery Orders are held by more than one person, the seller shall have the option of delivering the goods in the order in which he chooses, and he shall advise the party to whom he proposes to give delivery (with a copy of the advice to the Association), to take delivery of the goods against his delivery orders on a particular day. Such intimation shall be given by the seller to the buyers immediately after allocation of the delivery orders by the Association. If the buyer so notified fails to take delivery of the goods before the close of business on the day succeeding the day fixed by the seller, he shall be deemed to have defaulted in taking delivery. The seller shall thereupon be entitled to have the defaulted quantity of the goods sold out against such defaulting member as provided in these bye-laws."

(v) "Where a buyer holds Delivery Orders issued by more than one seller, the buyer will have the option of taking delivery of the goods in the order in which he chooses, and he shall advise the sellers from whom he proposes to take delivery (with a copy of the advices to the Association) that he will take delivery of the goods against the Delivery Orders held by him on a particular day. Such intimation shall be given by the buyer to the sellers immediately after allocation of the delivery orders by the Association. If the seller so notified fails to give delivery of the goods before close of business on the day succeeding the day fixed by the buyer, he shall be deemed to have defaulted in giving delivery. The buyer shall thereupon be entitled to have the defaulted quantity of the goods bought in against such defaulting member as provided in these bye-laws".

(vi) "Provided however, that in cases where there is conflict in respect of the dates of delivery fixed by the sellers and by/or the buyers, the Clearing House Committee shall decide the dates for giving/taking delivery in consultation with the parties wherever required and the decision of the Clearing House Committee shall be final."

(vii) "Any member contravening the provisions of clauses (i) to (vi) above, will be liable to the actions prescribed in Bye-law 52."

(14) At the end of the existing Bye-law 58, the following shall be added, viz:—

"In addition the defaulting seller will be liable to the actions prescribed in Bye-law 52."

(15) For the last sentence in the existing Bye-law 60, the following shall be substituted, viz:—

"The Secretary along with two other Directors nominated by the Board shall then make the necessary enquiries and report to the Board and if the complaint proves to be substantiated, the seller shall be proceeded against as per the provisions of Bye-law 52."

(16) After Bye-law 60, the following new Bye-law shall be inserted as Bye-law No. 60A, viz:—

"60A. The buyer shall take delivery of the goods from the seller's godown between the 16th and 25th of the delivery (contract) month provided the delivery shall commence not later than the 16th or if the 16th is a holiday, on the next working day."

"Provided that the above rule will not be applicable to a buyer who has received advice from the seller as per Bye-law 57(iv)".

"Provided however, where the buyer has exercised his right of inspection under Bye-law No. 50, the buyer shall have to forthwith arrange for taking delivery of the goods in accordance with the bye-laws within 24 hours after the inspection."

"Provided further that the above limit of 24 hours for taking delivery will not be applicable where the buyer has preferred a complaint under the provisions of bye-law No. 60 or has appointed a Surveyor under the provisions of Bye-laws 175 & 176."

(17) After the new Bye-law 60A, the following Bye-law shall be inserted, viz:—

"60B. The Board shall have the power to extend the period of delivery or provide for a longer period of delivery in the Delivery Orders itself if in the opinion of the Board such an extension has become necessary due to force majeure or labour strike or for any other reason as the Board deems fit, the reasons for which shall be recorded, provided two-thirds of the members of the Board are present and at least five Directors vote in favour of such extension."

18. For the existing Bye-law 85, the following shall be substituted, viz:—

"85. A Member who fails to pay differences in respect of his outstanding position or any other sum due and payable under these bye-laws, shall be treated as having failed to meet his liabilities. Thereupon the Board shall declare the member a defaulter and he shall forfeit all the rights and privileges of membership including those conferred on him by these bye-laws and he shall as from the date of such declaration cease to be a member and his name shall be struck off from the Register of Members. He shall however continue to be liable for and shall fulfil all his obligations to the Association or to any member outstanding at the date of his being declared defaulter. In case where the amounts by way of margins and other deposits lying with the Association to the credit of a defaulting member are insufficient to meet his liabilities occasioned by the default, the Board shall, after applying the amounts lying to the credit of the defaulting member towards his liabilities to the Association or to the aggrieved member or members, in addition pass os decrees for recovery of the balance of the amounts due to the aggrieved member or members from the defaulting member. The Board shall close out the outstanding contracts of the defaulter member in all the deliveries and also fix the closing rate or rates on the day of declaration as a defaulter as the rate or rates at which the defaulter member's outstanding transactions shall be deemed to be closed out."

(19) Delete the following existing Bye-law :—Bye-law No. 124.

(20) After the existing Bye-law 134, the following as new Bye-law 134A, shall be inserted, viz:—

"134A. A member party to the reference who has been declared a defaulter under Bye-laws 52 or 85 shall continue to exercise all the rights and privileges relating to

Arbitration so far as may be applicable to him and discharge all the obligations arising from the Bye-laws."

(21) For the existing Bye-law 194, the following Bye-law shall be substituted, viz:—

"194(a). Pepper shall also be permitted to be delivered at the up-country centres of Alleppey and Calicut subject to the seller compensating the buyer to the extent of Rs. 10/- per quintal for delivery at Alleppey and Rs. 15/- per quintal for delivery at Calicut towards freight and other expenses, subject to the provisions contained in Bye-law 195."

"(b) The Board, however, shall have the power to make such changes in the up-country delivery centres as also the quantum of compensation prescribed in clause (a) above as they deem proper, with the concurrence of the Commission before the commencement of trading in a particular delivery as also during the currency of a delivery in the case of any emergency."

"(c) The above powers can be exercised by the Commission *suo moto* in any case where in the opinion of the Commission it is expedient in the interest of the trade so to do."

(22) In Bye-law 195 the words "such schedule" shall be substituted by the words "Bye-law 194".

(23) The following shall be added as proviso to Bye-law 195 :—

"Provided that no seller shall be permitted to give delivery at any of the up-country centres prescribed in Bye-law 194 for a quantity less than 100 quintals and any delivery order not conforming to this bye-law shall be rejected and the member proceeded with in accordance with the provisions of these bye-laws."

(24) Existing Bye-laws 200 and 202 shall be deleted.

(25) After Bye-law 212A, the following Bye-law shall be inserted as Bye-law No. 212AA, viz:—

"212AA. The Board may from time to time where in its opinion it is expedient so to do, by a resolution passed by a simple majority and concurred in by the Commission, prohibit for a specified period trading in any delivery or deliveries except for the purpose of squaring up such open position as may be outstanding in that delivery or deliveries at the time such prohibition is imposed."

(ii). The powers in clause (i) may be exercised by the Commission where in the opinion of the Commission it is expedient in the interest of the trade so to do."

(26) In Bye-law 224, the figure "50" shall be substituted by the figure "2000".

(27) The following shall be added as Bye-law 256 after the existing Bye-law 255 :—

"256. For the purpose of hedge contracts for July 1982 delivery the provisions of Bye-law Nos. 8A, 8B, 13, 13A, 13B, 13C, 30A, 31, 45A, 47, 49A, 49B, 49C, 52, 52A, 53, 57, 58, 60, 60A, 60B, 85, 124, 134A, 194, 195, 200, 202, 212AA, 224, as they stood before 1st June, 1982, shall be applicable and for the purpose of hedge contracts for AUGUST 1982 and subsequent deliveries, the said provisions as amended on the aforesaid date shall be applicable."

S. SURIYANARAYANAN, Secy.
Indian Pepper and Spice Trade Association

COCHIN-682 002
7th June 1982

IN THE COURT OF DISTRICT JUDGE, GIRIDIH

Misc. Case No. 15 of 1982

Sarvashree Kanhaiya Lal Jain, Shri Ganeshlal Punjawat, Chatur Singh Garwara, Kaloo Lal Jain, Moti Singh, Tej Singh Doshi, Jorwormal Pariwal, Haradhan Manji and Sham-bhunath Maji all by Caste Swetamber Murtipujak Jain..... APPLICANTS.

Versus

Sarvashree Mahipal Bahadur Singh, Bhopal Bahadur Singh, Agatpal Bahadur Singh, Kumarpal Bahadur Singh and Anil Kumar Dugar, Honorary General Manager & Managers of Jain Swetamber Society, Madhuban Sikharji (Giridih) OPPOSITE PARTIES Nos. 1 to 5

Sarvashree Dalchand Raisurana, Sudershan Kumar Singh, Bimal Kumar Bothura and Ashok Kumar Shrimal, Trustee/Managing Committee/Manager of Shri Jain Swetamber Bhandar Tirth, Madhuban, Sikharji (Giridih)....OPPOSITE PARTIES No. 6 to 9.

Bihar State Board of Swetamber Jain Religious Trusts and State of Bihar (through Deputy Commissioner, Giridih). OPPOSITE PARTIES Nos. 10 and 11

Take notice that the applicants above named have instituted a case aforesaid against the Opposite parties for themselves and representing the entire Swetamber Murtipujak Jain Community of India in my Court amongst others for settling a Scheme and/or appointment of trustees/managing Committee, and/or appointment of Receiver and/or for appointment of an enquiry commission to enquire into the alleged misappropriation of the funds of the said tirth/society and other religious places attached thereto during their tenure of duel management in the said tirth society situated at Madhuban, P.O. Sikharji (Giridih).

Any person/persons interested in the said tirth/society and other religious places attached thereto may file their objections, if any, and/or petition for adding as a party in the said case, in my court within *THIRTY DAYS* from the date of publication of this notice in India and Bihar Gazettes.

S. K. Sarak,

Advocate :

Giridih.

Seal

District Judge : Giridih,

